

EXHIBIT D



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December 19, 2017

VIA FEDERAL EXPRESS
AND ELECTRONIC TRANSMISSION

The Farrise Firm, P.C.
Simona A. Farrise
2150 Allston Way; Suite 420
Berkeley, CA 94704

Re: Notice of Default and Demand for Payment

Dear Ms. Farrise:

This firm represents ACF 2006, Inc. and Advocate Capital, Inc. (collectively, "Lender"), which extended a line of credit loan (the "Loan") to The Farrise Firm, P.C. ("Borrower"). The Loan is evidenced, governed, and secured by the following (collectively, the "Loan Documents"): (i) that Amended and Restated Master Loan and Security Agreement dated as of August 31, 2017, among Lender, Borrower, and Guarantor, (ii) that Guaranty dated April 25, 2012, by Simona A. Farrise in favor of Lender, and (iii) various Related Documents. All capitalized terms used herein, but not otherwise defined herein, shall have the meanings assigned in the Loan Documents.

As you know, the Loan matured and became due and payable in full on October 31, 2017. An Event of Default has occurred and is continuing under the Loan Documents as the result of Borrower's failure to timely pay the Loan when due. Lender is presently entitled to exercise any or all its rights and remedies against Borrower and/or Guarantor under the Loan Documents and applicable law. Those remedies include a writ of attachment and a temporary protective order with respect to Guarantor's separate assets and all community property.

All amounts of principal, interest, fees and expenses arising under the Loan Documents are now immediately due and payable in full. Any partial payments that may hereafter be received by Lender will be applied to reduce the outstanding balance in accordance with the Loan Documents, in such order as Lender may elect. Partial payment shall not reinstate the Loan, however, and its maturity shall remain in effect, unless Lender specifically agrees in writing to reinstate the Loan.

This letter shall serve as notice that Lender hereby makes demand on Borrower and Guarantor to immediately pay to Lender all of Borrower's and Guarantor's obligations under the Loan Documents. The unpaid principal balance outstanding under the Loan shall bear interest at the default rate of interest set forth in the Loan Documents.

Lender is entitled to exercise any and/or all of its rights and remedies under the Loan Documents and applicable law, including, but not limited to, commencing foreclosure of the

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Collateral and collection actions against Borrower and Guarantor. Pursuant to the Loan Documents, Borrower and Guarantor shall be responsible for all costs of collection including the fees and expenses of Lender's counsel.

Lender demands that Borrower hold all Collateral (as defined in the Loan Documents) and all proceeds thereof in trust for Lender's benefit. Effective immediately, no Collateral may be used or disposed of in any way without Lender's prior written consent. As you know, the Collateral includes, but is not limited to, all legal fees and expense reimbursements now or hereafter received by Borrower. Any persons participating in any contrary use (including, but not limited to, any attorneys, workout professionals or other professionals who may receive funds from Borrower as a retainer or otherwise) shall be liable for the conversion of Lender's Collateral.

Except as expressly provided herein, the Loan Documents shall remain in full force and effect in accordance with their respective terms, and this letter shall not be construed to (i) impair the validity, perfection, or priority of any lien or security interest granted therein, or (ii) waive or impair any rights, powers, or remedies of Lender thereunder. Lender shall have no obligation to agree to any forbearance, extension, consent, or waiver. Pursuant to the Loan Documents, all amendments and waivers of the terms thereof may not be made orally and must be in a statement in writing by the party to be charged.

Please contact Paul Myers of Lender at 615-577-5445 or me with any questions regarding this letter.

Very truly yours,

BRADLEY ARANT BOULT CUMMINGS LLP

By:


Roger G. Jones

RGJ/dnr

cc: Michael Swanson (via e-mail)
Dan Taussig (via e-mail)
Paul Myers (via e-mail)
Errol Gordon (via e-mail)
Jeff Riebel (via e-mail)